

41-1-12

AGREEMENT BETWEEN

THE SPECIAL EDUCATION TEACHER AIDES
ASSOCIATION OF CLIFTON

AND

Clifton Board of Education (to replace)
THE BOARD OF EDUCATION
OF CLIFTON
FOR

1985 - 1988

X September 1, 1985 June 30, 1988

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Negotiation of Successor Agreement	1
III	Grievance Procedure	2-4
IV	Employee Rights and Privileges	4
V	Association Rights and Privileges	5
VI	Work Year	5
VII	Work Schedule	6
VIII	Employment Procedures	6
IX	Seniority and Job Security	7
X	Salaries	7-8
XI	Promotions	8
XII	Sick Leave	8
XIII	Temporary Leaves of Absence	9
XIV	Medical Insurance	9
XV	Protection of Employees	10
XVI	Automatic Deductions from P/R Checks	11-12
XVII	Miscellaneous Provisions	12-13
XVIII	Duration of Agreement	14
	Schedule A and B	15

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Special Education Teacher Aides Association of Clifton as the exclusive and sole representative for collective negotiations concerning grievances and conditions of employment for all special education aide personnel whether under contract, on leave, on a per diem basis, (excluding substitutes) employed or to be employed by the Board.

B. Definition of Employee

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires unless otherwise agreed to by the parties. Any Agreement so negotiated upon ratification shall apply to all special education teacher aides, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A grievance is a claim by an employee, a group of employees, or by the Association, that she, he, or it has been harmed (or they have been injured) by an interpretation, application or violation of this Agreement or policies of the Board or by its administrative decisions which affect terms and conditions of employment. Any and all grievances must be filed at the proper initiating level within twenty (20) days of the incident, occurrence or happening of the event or circumstance(s) giving rise to the alleged injury or harm. The term 'day' when used in this article shall mean working school days; weekends and vacation days are excluded.

Level I

A. Any employee who has a grievance shall discuss it first with his/her principal or immediate superior, (if applicable) in an attempt to resolve the matter at that level.

B. If, as a result of the discussion, the matter is not resolved, the employee shall file and set forth his/her grievance in writing with supporting reasons with his or her principal. The principal shall communicate his decision to the employee in writing with supporting reasons within six (6) school days.

Level II

A. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, he or she may file the grievance in writing with the Association within six (6) school days after receiving the decision at Level One or twelve (12) calendar days after the grievance was presented, whichever is sooner. Within six (6) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools or designee.

B. If the Association determines that the grievance is without merit, it will so advise the employee.

Level III

The appeal to the Superintendent must be made in writing with supporting reasons on a form provided by the Superintendent and made available to the employees at all the schools. The Superintendent or his designee representative shall arrive at a decision within ten (10) school days of receipt of the written appeal. The Superintendent shall communicate his decision in writing, at this time along with reasons to the aggrieved person, and send a copy thereof to the Association.

Level IV

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no communication has been received by the aggrieved within (10) school days after the grievance was delivered to the Superintendent, the Association may request the Superintendent to present the said grievance appeal to the Board of Education. The Superintendent shall then forward the grievance to the Board of Education. The Board of Education or a committee therefrom shall hear the grievance at the following regularly scheduled meeting in executive session and make a determination fourteen (14) school days from the date of its receipt and shall furnish its written findings to the Association within forty-eight (48) hours thereafter. The Board shall notify the aggrieved and the Association of the time and location of the Executive Session. An Association member(s) and the aggrieved shall be heard at this session, provided they notify the Board Secretary in writing of their intention to be present, within 24 hours of the Executive Session.

MISCELLANEOUS

A. Nothing stated herein shall deprive an employee of his right to appeal the application of policies and administrative decision affecting him/her through recognized channels until it reaches the Board of Education nor shall he be deprived of his right to be represented by an education representative(s), an active member(s) of the local school system or active member(s) of his professional associations of his own choosing before the Board of Education, and in all stages of his appeal the employee shall be present in the presentation of his grievance.

B. In presenting his grievance, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.

C. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance as an aggrieved party through all levels of the grievance procedures even though the aggrieved person does not wish to do so.

D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. It is understood, however, that any original document(s) or record(s) pertaining to disciplinary action which might lead to grievance procedure may be retained in the individual personnel file.

E. Subject to the Public Meetings Act, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

F. Any of the time deadlines set forth above may be waived by mutual consent.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

C. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that shall assist the Association in developing proposals for negotiations and information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or other conferences, or meetings, he shall suffer no loss in pay.

C. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building shall be notified in writing in advance of the time and place of all such meetings unless an emergency situation occurs.

E. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE VI

WORK YEAR

The work year of employees shall consist of days when students are in session. There shall be an additional six (6) paid holidays commencing September 1, 1987.

The following days shall be considered paid holidays for all employees:

Thanksgiving Day
Day after Thanksgiving
Christmas Day

New Year's Day
Good Friday
Memorial Day

ARTICLE VII

WORK SCHEDULE

The work day shall consist of six (6) hours of work, inclusive of a duty free lunch period that is commensurate with the student lunch period. The work day shall consist of four (4) hours of work, inclusive of a twenty (20) minute rest period for part time employees except those employees hired for specific or occasional duties requiring less than four (4) hours of work.

All employees shall be advised of a regular starting and quitting time. There shall be no change in hours unless there is a change in the class schedule.

In the event there is an emergency school closing, employees shall be dismissed with students and shall be paid for their regular work day.

The work day shall consist of six (6) hours for full time employees when professional days are scheduled. All full time employees shall be obligated to remain for the six (6) hours and every attempt shall be made to provide an appropriate meeting for all full time employees to attend.

ARTICLE VIII

EMPLOYMENT PROCEDURES

A. The duties of non-certificated personnel shall be confined solely and exclusively to supportive duties within the school district. In no case shall any non-certificated employee be requested or required to perform any duties requiring a certificate.

B. Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1985-86 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. Employees shall be notified of their contract and salary status for the ensuing year no later than May 30.

D. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location other than those special education students assigned to them except in the event of an emergency. In addition, employees shall not be required to drive students.

ARTICLE IX

SENIORITY AND JOB SECURITY

A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district. Seniority shall become effective February 1, 1988.

B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority.

C. In the event that a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid off, or in a lesser classification in the same line of work a laid-off employee shall be entitled to recall thereto in the order of his seniority.

D. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his/her accumulated seniority to the date of lay off.

E. All notices of job opportunities within the negotiating unit shall be posted in all departmental work locations at least two (2) weeks before the closing date for applications. A copy of each notice shall be sent to the Association.

ARTICLE X

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule "A" and "B" which is attached hereto and made a part hereof.

B. Method of Payment

1. All employees shall be paid in twenty (20) equal semi-monthly installments.

2. Each employee may individually elect to have ten (10%) per cent deducted from his/her pay to be placed in an interest bearing account in the employee's name at the North Jersey Federal Credit Union.

3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day. Each employee shall receive his final pay on his/her last working day in June.

ARTICLE XI

PROMOTIONS

A. Promotional positions are defined as full time special education teacher aide or additional summer positions.

B. In filling vacancies, preference shall be given to qualified employees already employed by the Board when all other factors are substantially equal. If all other factors are substantially equal, then length of time in the Clifton School District shall be the deciding factor.

ARTICLE XII

SICK LEAVE

A. All employees employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day as stated below. Unused sick leave days shall be accumulated from year to year with no maximum limit.

1985-86	five (5) days
1986-87	eight (8) days
1987-88	ten (10) days

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1985-86 school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. These shall not be construed as vacation days.

2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

3. Up to four (4) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household. In the event a death occurs prior to a school recess (Christmas, Winter, Easter or Summer), it is understood that any unused days will not automatically resume after the recess for the same occurrence unless approved by the Board.

ARTICLE XIV

MEDICAL INSURANCE

The Board agrees to pay full premium for each employee and his/her family for coverage in hospitalization, medical expense, major medical, prescription plan, dental plan and any other insurance benefit as described in the Agreement between the Clifton Board of Education and the Clifton Teachers Association. It is recognized that the insurance plan in effect at the time of the claim will control.

It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Association shall have the right to examine any change in carriers.

ARTICLE XV

PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil ... in conjunction with or in the absence of a certificated person.

C. 1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.

2. When an absence arises out of or from an unprovoked assault or injury, an employee shall not forfeit any sick leave or personal leave.

D. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

2. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

E. If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred by him in his own defense.

ARTICLE XVI

AUTOMATIC DEDUCTIONS AND
REPRESENTATION FEE

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its special education teacher aides dues for the Special Education Teacher Aides Association of Clifton, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, as said member individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with the records of any corrections shall be transmitted to the treasurer of the Special Education Teacher Aides Association of Clifton by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations or shall request the Board to transmit all monies to the New Jersey Education Association for disbursement.

The Association named above shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Representation Fee

If a bargaining member does not become a member of the Association effective September 1, of each year, or during the course of the year if a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.

Prior to September 1, of each year the Association shall notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members shall be equal to .85% of that amount.

If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.

Prior to September 1, the Treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.

If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.

The Board agrees to advise each new applicant of his right to join the Association or to have a representation fee deducted from his check during the first thirty (30) days of employment.

The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Except as this Agreement shall otherwise provide, all conditions of employment commonly applicable to all the members of the bargaining group on the signing date of this Agreement shall continue to be applicable during the term of this Agreement.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at

P. O. Box 2209
Clifton, NJ 07015

2. If by Board, to Association at the work location of the President.

ARTICLE XVIII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of September 1, 1985 and shall continue in effect until June 30, 1988 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

Special Education Teacher Aides Association of Clifton

Board of Education of The City of Clifton

By Sandra Creskove
Assn. President

By Donald T. Hall
Board President

By Rolando P. Pato
Assn. Secretary

By Rolando P. Pato
Board Secretary

SCHEDULE A

1986-87

A. Full-time employees (six hour day).

I	II
<u>(0-29 college credits)</u>	<u>(30+ college credits)</u>
Step 1 - \$6384	Step 1 - \$6684
Step 2 - \$6964	Step 2 - \$7264
Step 3 - \$7544	Step 3 - \$7844

B. Part-time employees (four hour day).

Step 1 - \$4256	Step 1 - \$4456
Step 2 - \$4642	Step 2 - \$4843
Step 3 - \$5029	Step 3 - \$5229

SCHEDULE B

1987-88

A. Full time employees (six hour day), including six (6) paid holidays.

I	II
<u>(0-29 College Credits)</u>	<u>(30+ College Credits)</u>
Step 1 - \$7057	Step 1 - \$7407
Step 2 - \$7698	Step 2 - \$8048
Step 3 - \$8340	Step 3 - \$8690

B. Part time employees (four hour day), including six (6) paid holidays.

Step 1 - \$4705	Step 1 - \$4955
Step 2 - \$5132	Step 2 - \$5382
Step 3 - \$5559	Step 3 - \$5809

BOARD OF EDUCATION

CLIFTON, NEW JERSEY

SECTION Executive Session

RESOLUTION 6/11-D

BE IT RESOLVED, that the Board of Education hereby ratifies
the contract ^{Ammy Harts} with the Special Education Teacher Aides Association of
Clifton effective September 1, 1985 and continuing until June 30, 1988.

Introduced

Robert Atsma

Seconded

Henry Bles

Date: June 11, 1986

Vote: Yes: Comms. Atsma, Besser, DeVos, Maksym, Manning, Mihalik,
Perkowski, Zabchin-Stein absent

Attest:

Donald Filice

Secretary - Business Administrator

Leonard Mihalik

President

5/21/86

CLIFTON PUBLIC SCHOOLS TEACHER AIDE SALARY GUIDES

Schedule A Full-Time Employees

Steps 85 Tea.Aides	Salary	Sub T.	Long.	Sub T.
1	3620	10850		
2	4072.5	8145		
3	4525	31675		
4	0	0		
5	0	0		
6	0	0		
7	0	0		
8	0	0		
9	0	0		
10	0	0		
11	0	0		
12	0	0		
13	0	0		
14	0	0		
15	0	0		
Sub Total	12	50680		
to 18	0	0	.03	0
to 24	0	0	.04	0
to end	0	0	.05	0
Sub Total				0
Total Salaries for 1985-1986				50680

(No Increase)

Five Hour Day 1985-1986 (181 days)

Steps 86 Tea.Aides	Salary	Sub T.	Long.	Sub T.
1	0	6384	0	
2	3	6964	20892	
3	9	7544	67896	
4	0	0	0	
5	0	0	0	
6	0	0	0	
7	0	0	0	
8	0	0	0	
9	0	0	0	
10	0	0	0	
11	0	0	0	
12	0	0	0	
13	0	0	0	
14	0	0	0	
15	0	0	0	
Sub Total	12	88788		
to 18	0	0	.03	0
to 24	0	0	.04	0
to end	0	0	.05	0
Sub Total				0
Total Salaries for 1986-1987				887
Base Salary Increase for 1986				381
Percent Increase				.42926
Total Salary Increases				381
Percent Increase				.42926

Six Hour Day 1986-1987 (181 days)